

BILL NO. S-89-01- 14

SPECIAL ORDINANCE NO. S- 27-89

AN ORDINANCE approving the awarding of Reference #1357 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Ehlerding Cycle for the Fort Wayne Police Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1357 between the City of Fort Wayne, by and through its Department of Purchasing and Ehlerding Cycle for the Fort Wayne Police Department, respectfully for:

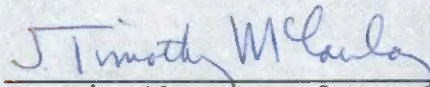
the purchase of four (4) 1989 Harley-Davidson motorcycles for the Fort Wayne Police Department;

involving a total cost of Thirty-Two Thousand, Three Hundred Seventy-Nine and 60/100 Dollars (\$32,379.60), all as more particularly set forth in said Reference #1357 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Reference # 1357

Department Police

Date 1-10-89

PURCHASING INFORMATION

Advertised Bid XXX Opening Date 12-19-88 @ 11:00am
Dates Advertised 11/28/88 & 12/05/88

Written Quote _____ Due Date _____

Verbal Quote _____

Number of Vendors Notified 7

Number of Vendors Requesting Bid Information 3

Number of Vendors Responding 2

Number of Vendors Disqualified 0

Number of Vendors not Responding 5

Date Sent to Department for Recommendation 1/03/89

Date Recommendation is Received in Purchasing 1/05/89

Information Sent to Law Department 1/09/89

Introduction Date 1/24/89

Discussion Date 1/31/89

Passage Date _____

Ordinance # _____

Amount Approved and/or Spent Last Year, if Applicable N/A

REFERENCE NO. 1357
POLICE DEPARTMENT
MOTORCYCLES

EHLERDING CYCLE

F W HARLEY-DAVIDSON

\$8,092.95 EA
W/RADIO BOX-CROWN

\$8,854.50 EA
W/RADIO BOX

\$8,094.90 EA
W/RADIO BOX-SAMPSONITE

\$,7,161.50 EA - ALTERNATE BID
W/RADIO BOX

ALL OF THE ABOVE PRICES ARE LESS TRADE-IN OF 1982 HONDA 500CC.

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: 12/19/88 @ 11:00 am BID REFERENCE # 1357

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR _____

Four (4) Harley-Davidson Motorcycles

AND REQUESTED BY Fort Wayne Police Department

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: None %
IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Ehlerding Cycle Snow & Lawn Inc.
STREET ADDRESS 5525 US 30 East
CITY Ft. Wayne IN 46803
BY [Signature] PHONE 749-9686
REPRESENTATIVE SIGNATURE

RELIANCE INSURANCE COMPANY

HOME OFFICE, PHILADELPHIA, PENNSYLVANIA

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we Ehlerding Cycle. Snow & Lawn. Inc.
5225 U.S. 30 East
Fort Wayne. IN

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Wayne. Department of Purchases. City-County Building. One Main Street. Fort Wayne. IN

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

----- Dollars (\$ 5% -----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Four (4) Harley Davidson Police Motorcycles

NOW THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

Signed and sealed this 19th day of December, 19 88.

Kathleen S. McDonald
(Witness)

Ehlerding Cycle. Sanow & Lawn. Inc.

by: [Signature]

(Principal)

(Seal)

President

(Title)

RELIANCE INSURANCE COMPANY

[Signature]

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint R. Morse Sanderson, Donald L. Seddon, Ted Kortz, Donald H. Stoneburner, Linda J. Speer, Susan E. Thomas and Judith L. Fitzgerald, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship, _____

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII — EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

The power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signature of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 14th day of November, 1986.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 14th day of November, 1986, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

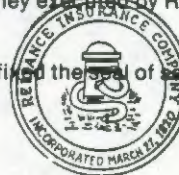
May 24, 1990



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, P. D. Crossetta, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by RELIANCE INSURANCE COMPANY, which is still in full force and effect.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 19th day of December, 1988

SCHEDULE

1. The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 31,972.00 w/o Radio Box (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

on or before April 01, 1989 to the Ft. Wayne Police Dept.

/___/ 2. LIQUIDATED DAMAGES PROVISION. It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the time spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the failure to perform is caused

by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for liquidated damages for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

3. INSPECTION AND ACCEPTANCE. Inspection and acceptance shall be conducted by the persons named below. Only these named persons will have the authority to accept or reject the supplies for the City. In the event the individual or individuals listed below are no longer employed by the City or are no longer employed in the position stated, the person or persons assuming their positions will be responsible for the acceptance or rejection.

<u>NAME</u>	<u>TITLE</u>
<u>Gloria J. Goealein</u>	<u>219-427-1101 Purchasing Director</u>
<u>Capt. George Letz</u>	<u>219-427-1319 Police Department</u>

OPTION RENEWAL

BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE SUPPLIER, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO EXPIRATION DATE. THE CONTRACT MAY BE EXTENDED ONLY AT THE SAME PRICE AND UNDER THE SAME CONDITIONS GOVERNING THE ORIGINAL CONTRACT.

ITEMS AND DESCRIPTION

Item 1 (one)

(Quantity Requested—four (4) 1989)

Harley-Davidson FLHTP (W)
or Equivalent

Solo, Certified, Traffic Law
Enforcement Motorcycles

1. SCOPE OF SPECIFICATIONS

These specifications are intended to describe the mechanical, safety and comfort requirements for solo, certified, traffic law enforcement motorcycles which will be used by the Ft. Wayne Police Department to enforce traffic laws, commercial vehicle compliance with equipment and safety regulations and to provide escort services for government officials, domestic and foreign diplomats.

2. COMPLIANCE WITH SPECIFICATIONS

All proposed model motorcycles will be in full compliance with the following detailed specifications.

3. SPECIFICATIONS

A. Engine

Shall have a piston displacement of not less than 1340cc, shall be air or liquid cooled, and shall have two or more cylinders equipped with overhead valves. Engine shall be designed to ensure that any vibration frequencies and magnitudes shall be minimal. Engine and transmission isolated from motorcycle frame through a rubber mounting system.

B. Clutch

1. Clutch shall be of latest multiple plate design.
2. Transmission shall be of latest design, manual type, having not less than five forward speeds.

C. Brakes

Disc brakes shall be provided for both front and rear wheels. Front brake shall have dual (2) drilled discs. Rear brake shall be single disc. Brakes shall be relatively free from heat fade.

D. Suspension

Motorcycle shall be provided with a suspension system to permit optimum handling conditions as required in metropolitan area traffic law enforcement.

1. Rear suspension shall have swing arms having lubricable bearings or bearings that require no lubrication for the life of the motorcycle. Air adjustable for load or rider preference.
2. Front suspension to be air adjustable with built in anti-dive control.

E. Wheels - Tires

1. Cast wheels required. Rim material shall be impermeable to compressed air.
2. Tires to have anti-skid tread, designed to operate on paved highways, to cause minimum lateral instability on grooved highways and shall have a full, four ply fabric reinforcement. Preferred manufacturer: Dunlop, front and rear matched MT90X16T blackwalls.

F. Fuel Tank

Fuel tank shall have a capacity of not less than five (5) U.S. gallons. Must provide reserve fuel capacity when main supply is exhausted.

G. Electrical System

Electrical System shall be nominal twelve (12) volt complying with the following:

1. Battery - Heavy duty battery required. Minimum rated capacity - 22 ampere hours.
2. Charging system - Providing high output police alternator (32 amp minimum) and voltage regulator.
3. Starting System - Twelve (12) volt starter with solenoid operated engagement and relay required.
4. Horn - Horn that will emit a sound level adequate to be heard above motorcycle and traffic generated noise level required.
5. Lighting - Each motorcycle shall be provided with the following required lighting equipment:
 - a. Quartz halogen headlight
 - b. Tail stoplight
 - c. Turn signals
 - d. Complete strobe package -
 1. Tomar 743-system or equivalent (all red)
(WHELEN SYSTEM-4)
6. Electronic Siren - A 100 watt electronic siren system (amplifier and speaker) shall be provided with each motorcycle.
 - a. Waterproof amplifier required.

H. Visual Displays

The following visual displays shall be provided to inform the rider of various conditions of motorcycle and engine operations.

1. Speedometer - Certified police analog speedometer, to indicate 0 - 120 MPH.
2. Odometer - A calibrated, cumulative odometer.
3. Tachometer - An analog tachometer of size equal to speedometer provided.
4. Fuel Level Gauge
5. Indicator Lamps

I. Feature Requirements

1. Seat - Latest deluxe solo saddle, air suspension, special police type, covered with breathable plastic material, with rear back support design.
2. Side Stand - Jiffy type steel stand.
3. Footboards - Provided with non-skid rubber pads on upper surfaces.
4. Engine Guards - Front engine guard, rear longitudinal saddle guards.
5. Saddlebags - Factory installed, law enforcement type. Bags shall be nominally waterproof.
6. Drive - Final belt drive, Kevlar reinforced belt.
7. Windshield
 - a. Shall be of latest design, utilizing Lexan or clear polycarbonate, with fairing.
8. Mirrors - Two (2) mirrors shall be provided for each motorcycle.
9. Radio Box - Waterproof, must accept Motorola Mitretek Mobile radio system, approx. dimensions 6"x12"x16"

J. Service Agreement

1. 36 months unlimited mileage.
2. Factory authorized local dealership.

K. Trade-IN

Four (4) 1982 500cc Honda Motorcycles

With sirens and law enforcement lights - per Capt Letz

DELIVERY NO LATER THAN APRIL 1, 1989

PRICE PER UNIT AS SPECIFIED \$ 7,993.00

Except Without Item I9 - Radio Box - Bid separately below.

Optional Choices:

Item I9 Radio Box (Meeting Specifications as written)

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Size</u>	<u>Unit Price</u>	<u>Amount</u>
4	1	Crown Trunk	12"x12"x14"	\$99.95	\$399.80
4	1	Sampsonite Trunk	11"x14"x21"	\$101.90	\$407.60

ATTACHMENT A

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (Cross out inapplicable provision.)

- C. _____ The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
--------------	---------	--------------

1. _____

2. _____

3. _____

- D. _____ The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
--------------	---------	--------------

1. _____

2. _____

3. _____

ATTACHMENT A CONT'D

3. ✓ Complete (1.) and (2.) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: No MBE's or WBE's handling the items specified were found on file in the Ft. Wayne area.

2. We have taken the following steps in an attempt to comply with these participation goals: We searched the City of Ft. Wayne MBE and WBE file in an attempt to find a possible subcontractor - none found.

(Attach additional sheets as necessary.)

Contractor: _____

By: _____

Its: _____

Contractor: Flowering Circle Sweet Peas, Inc.

By: [Signature]

Its: President

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Ehlerding Cycle Snow & Lawton,
INC., does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Ehlerding Cycle
Snow & Lawton, Inc, that Ehlerding Cycle Snow & Lawton, Inc,
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 14th day of December, 19 88.

Ehlerding Cycle Snow & Lawton, Inc.
(Name of Bidder/Vendor)

Robert J. [Signature] - President
(Name and Title of Person Signing)

I N S T R U C T I O N S T O B I D D E R S
E Q U A L E M P L O Y M E N T O P P O R T U N I T Y
A F F I R M A T I V E A C T I O N P R O G R A M

IMPLEMENTATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY: The Equal Employment Opportunity Policy is implemented through an Affirmative Action Program. The program should be designed to hire qualified minority persons in all of the various job categories when needed and the firm should establish specific goals to increase the number of minorities in the various job categories through hiring or promotion.

The City of Fort Wayne has approved some goals and timetables to serve as guidelines for firms with whom it does business. All firms doing business with the City should employ a representative number of minorities in all job classifications within a four year period, using the percentage of the non-white population as a goal. These firms should also establish specific goals and timetables for achieving their goals. Such goals and timetables shall be a part of a firm's Affirmative Action Program and shall be maintained on a year-by-year basis. If a firm cannot meet the established goals and timetables, it will be evaluated on its "good faith" effort; that is, whether the Affirmative Action Program is being followed in fact and whether every attempt is being made to attain the goals according to the timetables.

Another factor supporting the "good faith" effort is whether the firm has conducted an analysis of all major job categories at the facility to determine if minorities are currently being underutilized in any one or more job categories. ("Underutilization" means having fewer minorities in a particular job category than would reasonably be expected by their availability). Consideration of "good faith" effort shall also be given to the following factors:

1. The minority population of the labor area:
A copy of the Standard Metropolitan Statistical Area for the City of Fort Wayne is provided by the Indiana State Employment Service. If you live outside the state, your local State Employment Service will provide manpower information for your area.
2. The size of the minority unemployment force in the labor area. (See Manpower statistics for your area).
3. The percentage of the minority work force as compared with the total work force in the immediate labor area. (See Manpower statistics for your area).
4. The general availability of minorities having requisite skills in the immediate labor area. (See Manpower statistics for your area).

ATTACHMENT D CONT'D

EEO/AA/10/1/87

5. The availability of minorities having requisite skills in an area in which the facility can reasonably recruit. (See Manpower statistics for your area).
6. The availability of promotable minority employees within facilities organization. (See workforce analysis page 2, item IV).
7. The anticipated expansion, contraction and turnover of and in the work force. (You must project future vacancies caused by new positions or promotions).
8. The existence of training institutions capable of training minorities in the requisite skills. (Contact training institutions in your area).
9. The degree of training which the firm is reasonably able to undertake as a means of making all job classifications available to minorities. (You must do an in-house survey).
10. The use of recruitment sources where minorities can be secured.
11. You must complete all sections of the Affirmative Action Documents.
12. Compliance Review - The purpose of a compliance review is to determine if the contractor maintains nondiscriminatory hiring and employment practices and is taking affirmative action to insure that applicants are employed and that employees are placed, trained, upgraded, promoted, terminated, otherwise treated during employment without regards to race, color, religion, sex or national origin. It shall consist of a comprehensive analysis and evaluation of each aforementioned practices and policies and conditions resulting therefrom.

Every effort should be directed to increase materially the number of minorities at all levels in all segments of the work force of the company with particular emphasis on segments of the work force where few, if any, minority persons are employed. Special attention should be given to the categories of officials and managers, professionals, technicians, sales workers, office and clerical and skilled craftsmen.

PROGRAM SUMMARY - THE AFFIRMATIVE ACTION PROGRAM SHALL BE SUMMARIZED AND UPDATED ANNUALLY. CONTRACTORS AND SUBCONTRACTORS SHALL SUBMIT THE PROGRAM SUMMARY TO THE EEO/AFFIRMATIVE ACTION OFFICER EACH YEAR ON THE EXPIRATION DATE OF THE AFFIRMATIVE ACTION PROGRAM.


Joseph C. Adams Jr.

CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

Name of Company EHLERDING CYCLE SNOW & LAWN, INC
 Address 5525 U.S. 30 East City FW. Wayne IN
 Zip 46803 Phone (219) 749-9686

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

DON EHLERDING President
 PLEASE PRINT Title
 Date 12/14/88 Signature [Signature]

1. Does your firm have a written Affirmative Action Program? ✓ Yes No
 A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
 B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? ✓ Yes No
 3. Current number of employees (21) Twenty-one
 Number of employees as of October 1987 22 January 1988 22 April 1988 27
 and July 1988 26

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
<u>Sales</u>	<u>16,000⁰⁰</u>	
<u>Parts & Accessories</u>	<u>14,000⁰⁰</u>	
<u>Service</u>	<u>18,000⁰⁰</u>	
<u>Office</u>	<u>20,000⁰⁰</u>	
<u>Maintenance</u>	<u>5⁰⁰/HR</u>	

EMPLOYEES BY RACE/ETHNICITY/SEX								
W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
<u>4</u>								
<u>2</u>	<u>2</u>			<u>2</u>				
<u>7</u>		<u>1</u>						
	<u>2</u>							
		<u>1</u>						

Handicapped: Yes ✓ No

List Number

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) 20%
6. List minority recruitment sources: INDIANA EMPLOYMENT SECURITY DIVISION & ADVERTISEMENTS FOR EMPLOYMENT IN THE EL WAYNE NEWSPAPERS
7. Does your company anticipate an increase in employment this year? Yes ☒ No ☐
Approximately how many? _____
8. What specific goals can you achieve for the employment of minorities during 1987-88?
- A. Officials and Managers _____ %
 - B. Professionals _____ %
 - C. Technicians _____ %
 - D. Sales Workers _____ %
 - E. Office and Clerical _____ %
 - F. Skilled Craftsmen _____ %
 - G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY - Attached Hereto Also

It is the policy of EHLERDING CYCLE SNOW & LAWN, INC that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy EHLERDING CYCLE SNOW & LAWN, INC will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The PRESIDENT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

EHLERDING CYCLE SNOW & LAWN, INC 12/14/88
Name of Company or Firm Date
[Signature] President
Signature of Highest Company Official
DON EHLERDING PRESIDENT
Name and Title of Signer (Please type or Print)

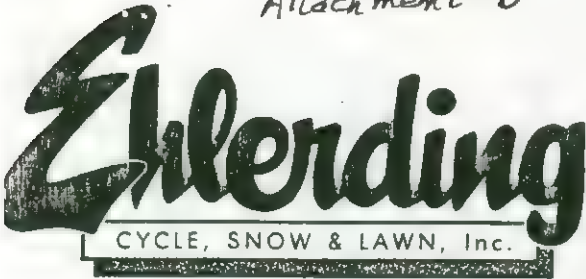
AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Dan EHLERDING - PRESIDENT
(Information Given By)

5525 US 30 E. FINEYME W 46803
(219) 749-9686

Don EHLERDING 12/14/88
(Person Fills Out This Form And Date)

[illegible]



December 13, 1988

AFFIRMATIVE ACTION POLICY

Ehlerding Cycle, Snow & Lawn, Inc. has been in business in the Fort Wayne area for over twenty-three years, and has always been an equal opportunity employer. We have never allowed any form of discrimination in our selling methods nor in our hiring practices. At the present time, Ehlerding Cycle, Snow & Lawn, Inc. employs twenty-one people, of which four full-time people are members of minority races. In the future, we will continue to make every effort to serve the needs of minority groups. It will be our policy to actively recruit and provide employment for minority members whenever possible.

DON EHLERDING

A handwritten signature in dark ink, appearing to read "Don Ehlerding", with a large, sweeping flourish extending to the right.

President

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 12/14/ 19 88

Ehlerding Cycle Snow & Lawn, Inc
Name of Bidder

By: [Signature]

Title: President

Official Address: (including zip code)

5525 US 30 East
FE Wayne IN. 46803

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 12/14/88
1. Governmental Unit: City of Ft. Wayne Police Dept
2. County: Allen
3. Bidder (Firm): EHLE RDING CYCLE SNOW & LAWN, INC.
Address: 5525 U.S. 30 East
City/State: Ft. Wayne IN 46803
4. Telephone Number: (219) 749-9686
5. Agent of Bidder (if applicable): DON EHLE RDING - President

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne Police Dept Gov-
ernmental Unit) in accordance with the following attachment(s) which specify the class or item number or
description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or
alterations in the items specified will render such bid void as to that class or item. Bidder promises that
he has not offered nor received a less price than the price stated in his bid for the materials included in
said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A
certified check or bond shall be filed with each bid if required, and liability for breach shall be enforce-
able upon the contract, the bond or certified check or both as the case may be.

Don Ehlerding President
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.
Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
ALLEN COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other
member, representative, or agent of the firm, company, corporation or partnership represented by him,
entered into any combination, collusion or agreement with any person relative to the price to be bid by
anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding,
and that this bid is made without reference to any other bid and without any agreement, understanding or
combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly
- Indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Ehlerding Cycle Snow & Lawn Inc
Bidder (Firm)
Don Ehlerding President
Signature of Bidder or Agent

Subscribed and sworn to before me this 14th day of December, 1988.
/ Commission Expires: JULY 31, 1992
County of Residence: ALLEN

Kathleen S. McDonald
Notary Public
KATHLEEN S. McDonald
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of
(Governmental Unit) hereby accepts the terms of the attached bid for
Classes or Items numbered _____ and promises to pay the undersigned bidder upon delivery the price
noted for the materials stipulated in said bid.

Contracting Authority Members: _____ Date: _____

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.

DATED: 1-24-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~lost~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 2-14-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. D-27-89

on the 14th day of February, 1989,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

Charles S. Reed SEAL
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of February, 1989, at the hour of 1:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of February, 1989, at the hour of 2:15 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

J-89-01-14

DEPARTMENT REQUESTING ORDINANCE: Fort Wayne Police Department

SYNOPSIS OF ORDINANCE: AN ORDINANCE APPROVING THE AWARD OF REFERENCE NO. 1357 WITH RESPECT TO THE PURCHASE OF FOUR (4) 1989 HARLEY-DAVIDSON MOTORCYCLES FOR THE FORT WAYNE POLICE DEPARTMENT. THE COST REFLECTS THE LOWEST AND MOST RESPONSIBLE OF TWO (2) BIDDERS AND SHOULD BE AWARDED TO EHLENDING CYCLE IN THE AMOUNT OF \$32,379.60.

EFFECT OF PASSAGE: MOTORCYCLES WILL BE ED FOR POLICE TRAFFIC ENFORCEMENT, ACCIDENT INVESTIGATIONS, SPECIAL EVENTS, V.I.P. PROTECTION AND ESCORT.

EFFECT OF NON-PASSAGE: UNITS WILL REPLACE FOUR (4) 1982 500cc HONDA MOTORCYCLES. TWO (2) UNITS ARE UNSERVICEABLE AND TWO (2) HAVE VERY HIGH HOURS & MAINTENANCE. POLICE TRAFFIC MOTORCYCLE UNITS WILL BE REDUCED BY ONE-HALF ($\frac{1}{2}$) OF WHICH WILL HAVE AN ADVERSE EFFECT ON TRAFFIC LAW ENFORCEMENT.

MONEY INVOLVED: EHLENDING CYCLE \$32,379.60

SOURCE OF FUNDING: POLICE ACCIDENT REPORT SERVICE FUND
147-014-OFFC-4444

ASSIGNED TO COMMITTEE:

BILL NO. S-89-01-14

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the
awarding of Reference #1357 by the City of Fort Wayne,
Indiana, by and through its Department of Purchasing and
Ehlerding Cycle for the Fort Wayne Police Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Mark E. GiaQuinta
MARK E. GIAQUINTA
VICE CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

CONCURRED IN 2-7-89.

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk